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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte JAMES SHUDER, SRIDATTA VISWANATH,
SHAILESH PRAKASH, and KISHOR KAKATKAR

Appeal 2008-4095
Application 09/982,211
Technology Center 3600

Decided: December 3, 2008

Before HUBERT C. LORIN, DAVID B. WALKER, and
BIBHU R. MOHANTY, *Administrative Patent Judges*.

MOHANTY, *Administrative Patent Judge*.

DECISION ON APPEAL
STATEMENT OF THE CASE

The Appellants seek our review under 35 U.S.C. § 134 of the final rejection of claims 1-22 which are all the pending claims. We have jurisdiction under 35 U.S.C. § 6(b) (2002).

SUMMARY OF THE DECISION

We REVERSE.

THE INVENTION

The Appellants' claimed invention relates to the management of contract labor by integrating a contractor timecard system and a purchase order procurement system. (Specification 1:7-9). Claim 1, reproduced below, is representative of the subject matter of appeal.

1. A system, comprising:

a processor; and

a memory coupled to the processor, wherein the memory comprises program instructions executable by the processor to implement:

a computer implemented procurement module configured to process both purchase order requisitions each specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services, said procurement module comprising:

a buyer module configured to: receive information related to contractor services; and generate an electronic timecard in response thereto; and

a timecard module configured to: receive one or more electronic timecards from said buyer module; and

generate a purchase order based on one or more approved electronic timecards, wherein said purchase order is configured for use in generating a payment for said contractor services.

THE REJECTIONS

The Examiner relies upon the following as evidence in support of the rejections:

Haney	US 2001/0051889 A1	Dec. 13, 2001
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The following rejection is before us for review¹:

1. Claims 1-22 are rejected under 35 U.S.C. § 102(e) as unpatentable over Haney

THE ISSUE

The issue is whether the Appellants have shown that the Examiner erred in rejecting claims 1-22 as being anticipated by Haney.

This issue turns on whether Haney discloses a computer implemented procurement module configured to process both purchase order requisitions each specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services.

FINDINGS OF FACT

We find the following enumerated findings of fact (FF) are supported at least by a preponderance of the evidence²:

¹ We note that the Examiner has withdrawn the rejection of claims 1-22 under 35 U.S.C. § 112, second paragraph, in the Examiner's Answer (Ans. 3).

FF1. Haney discloses systems and methods for managing contract labor activities (Abstract).

FF2. Haney discloses that an organization may submit a labor request to vendors [0021].

FF3. Haney discloses that timesheets are approved by the organization and if correct forwarded to one of the vendors [0022].

FF4. Haney discloses that a contract labor request form (CLR) is used and that an approver approves or disapproves of the labor request [0025].

FF5. Haney discloses that a purchase order may be used to include information related to the labor amount [0030].

FF6. Haney does not specifically disclose purchase order requisitions each specifying one or more goods to be purchased.

PRINCIPLES OF LAW

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987). Analysis of whether a claim is patentable over the prior art under 35 U.S.C. § 102 begins with a determination of the scope of the claim. We determine the scope of the claims in patent applications not solely on the basis of the claim language, but upon giving claims their broadest reasonable construction in light of the specification as it would be interpreted by one of ordinary skill in the art. *In re Am. Acad. of Sci. Tech.*

² See *Ethicon, Inc. v. Quigg*, 849 F.2d 1422, 1427 (Fed. Cir. 1988) (explaining the general evidentiary standard for proceedings before the Patent Office).

Ctr., 367 F.3d 1359, 1364 (Fed. Cir. 2004). The properly interpreted claim must then be compared with the prior art.

ANALYSIS

The Appellants argue that the rejection of claims 1, 11, and 17 under 35 U.S.C. § 102(e) is improper because Haney fails to disclose “a computer implemented procurement module configured to process both purchase order requisitions each specifying one or more goods to be purchased and timecard information specifying time information related to one or more rendered services” (Br. 11 and 18-19). The Appellants argue that the Examiner has provided no evidence showing Haney’s system is capable of processing both purchase order requisitions for goods and timecard information related to one or more rendered services (Br. 13-14).

The Examiner found that Haney discloses a module for processing both purchase order requisitions for goods and timecard information for services (Ans. 4 and 6). “[I]t is clear that the procurement module of Haney is configured to process both purchase order requisitions and timecard information” (Ans. 6). According to the Examiner, Haney’s procurement module is configured to process purchase order requisitions for goods and timecard information for services because “[Haney’s] procurement module includ[es] [1] a buyer module ... for receiving information related to contractor services ... and for generating an electronic timecard in response thereto ... and [2] a timecard module ... [for] receiving electronic timecards from the buyer module and for generating a purchase order based on approved electronic timecards ... , the purchase order [is] for use in

generating a payment for the contractor services ...” (Ans. 4). The Examiner points to organization 20 in Fig. 1 of Haney as disclosing the claimed procurement module. (Ans. 4).

We have carefully reviewed Haney and the disclosures therein that the Examiner has relied upon to find that Haney anticipates the claimed subject matter. We find that Haney does not describe the claimed procurement module and thus does not describe the claimed system, because Haney fails to describe a module configured to process purchase order requisitions for *goods*.

We first construe the meaning of the terms “purchase order requisitions ... specifying one or more goods to be purchased” and “timecard information ... related to one or more rendered services” as used by the Appellants in the claims. We determine the scope of the claims in patent applications “not solely on the basis of the claim language, but upon giving claims their broadest reasonable construction ““in light of the specification as it would be interpreted by one of ordinary skill in the art.”” *Phillips v. AWH Corp.*, 415 F.3d 1303, 1316 (Fed. Cir. 2005) (en banc) (quoting *In re Am. Acad. of Sci. Tech. Ctr.*, 367 F.3d 1359, 1364 (Fed. Cir. 2004)). Turning to the Appellants’ Specification, it makes a clear distinction between purchase orders for *goods* and timecard information for *services*:

Computer controlled software systems presently available for the management of contract labor generally are stand alone, separate, computer programs that process only timecard related information. These “timecard” processing systems are not integrated with purchase order procurement systems (e.g., for generating purchase

requisitions). *Purchase order procurement systems are used today to facilitate the purchase, management and acquisition of "hard" items, e.g., goods such as hardware, materials, equipment, etc. However, purchase order procurement systems do not process timecard related information, e.g., regarding contract labor, services, etc.*

As a result, companies typically engage two separate procurement programs and systems in order to support timecard processing for services and purchase order procurement for goods.

(Specification 1-2.) (Emphasis added.)

As noted above, the Specification makes a clear distinction between: 1) purchase order requisitions for hard “goods to be purchased” and 2) timecard information related to contract labor services. This comports with the general understanding of one of ordinary skill in the art that the term “goods” refers to property while the term “services” refers to actions. As such, we determine that one of ordinary skill in the art giving claims their broadest reasonable construction in light of the Specification would not consider a purchase order based on timecard related information to be a “purchase order requisition for goods to be purchased.”

Given this claim construction, Haney does not teach the claimed system, because Haney’s system does not include a module configured to process purchase order requisitions for goods (FF6). Rather, Haney discloses systems and methods for managing contract labor activities, which is a service (FF5). Therefore, Haney does not disclose a module configured to process both “purchase order requisitions *each specifying one or more goods to be purchased* and timecard information specifying time information

related to one or more rendered services” as required by claims 1, 11, and 17 and thus does not anticipate the claims.

For the above reasons the rejection of claims 1, 11, and 17 under 35 U.S.C. § 102(e) as anticipated by Haney is not sustained. Claims 2-10, 12-16, and 18-22 each depend from one of these independent claims and the rejection of these is reversed for the same reasons.

CONCLUSIONS OF LAW

We conclude that Appellants have shown that the Examiner erred in rejecting claims 1-22 under 35 U.S.C. § 102(e) as being anticipated by Haney.

DECISION

The Examiner’s rejection of claims 1-22 is reversed.

REVERSED

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